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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

JOSE RAMON DE LA CRUZ, an individual,
on behalf of himself, and on behalf of all
persons similarly situated,

Plaintiff,

v.

GALPAO GAUCHO TWO, LLC, a Texas
limited liability company; GALPAO GAUCHO
THREE, LLC, a California limited liability
company; GALPAO GAUCHO FOUR LLC, a
California limited liability company; GALPAO
GAUCHO FIVE LLC, a California limited
liability company; GALPAO GAUCHO EIGHT
LLC, a California limited liability company;
GALPAO GAUCHO NINE LLC, a California
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No. C23-01770

[PROPOSED] JUDGMENT

Date: June 26, 2025

Time: 9:00 a.m.

Judge: Hon. Edward G. Weil

Dept.: 39

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on June 26, 2025, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as "all persons who are or previously were employed by
10 Defendants Galpao Gaucho Two, LLC, Galpao Gaucho Three, LLC, Galpao Gaucho Four LLC,
11 Galpao Gaucho Five LLC, Galpao Gaucho Eight LLC, or Galpao Gaucho Nine LLC in California
12 and classified as non-exempt employees during the period from July 20, 2019 to July 1, 2024
13 ("Class Period")."

14 2. All persons who meet the foregoing definition are members of the Settlement
15 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
16 Class. There are 1,302 Class Members who worked for Defendant during the Class Period. After
17 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

18 3. Except as set forth in the Agreement, the Order Granting Motion for Final
19 Approval of Class Action and PAGA Settlement, and this Final Judgment, Plaintiff, and all
20 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
21 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting Final
22 Approval of Class Action and PAGA Settlement and in this Final Judgment.

23 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
24 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
25 supervise and adjudicate any dispute arising from or in connection with the distribution of
26 settlement benefits.

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1 5. As of the date Defendant fully funds the Gross Settlement Amount, Plaintiff and
2 each Class Member who has not validly opted out has released the “Released Parties” from the
3 “Released Class Claims” as set forth in the Agreement.

4 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

5 (a) “Released Class Claims” means all class claims alleged, or reasonably
6 could have been alleged based on the facts alleged, in the operative complaint in the *Jose Ramon*
7 *De La Cruz v. Galpao Gaucho Two, LLC et. al.* Action which occurred during the Class Period,
8 and expressly excluding all other claims, including claims for vested benefits, wrongful
9 termination, unemployment insurance, disability, social security, workers’ compensation, and
10 class claims outside the Class Period.

11 (b) “Released Parties” means Defendants and any of their past, present and
12 future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, and all entities
13 that could be held to be joint employers, as well as each of its or their past, present, and future
14 officers, directors, employees, partners, members, shareholders, and agents, attorneys, insurers,
15 reinsurers, and any individual or entity which could be jointly liable with Defendants.

16 7. As of the date the Defendant fully funds the Gross Settlement Amount, the
17 Plaintiff, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
18 each “Aggrieved Employee” have released the Released Parties from the “Released PAGA
19 Claims” for the “PAGA Period” as set forth in the Agreement.

20 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

21 (a) “Aggrieved Employees” shall mean all non-exempt employees who are or
22 previously were employed by any of the Defendants in California at any time during the PAGA
23 Period.

24 (b) “Released PAGA Claims” means all PAGA claims alleged in the operative
25 complaint in the Action matter and Plaintiff’s PAGA notice to the LWDA which occurred during the
26 PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
27 termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA
28 claims outside of the PAGA Period.

1 (c) "PAGA Period" means the period of July 1, 2023, to July 1, 2024.

2 9. This Court hereby grants final approval and awards the following: (i) Three
3 Hundred Fifty-One Thousand Thirty-Four Dollars and Nineteen Cents (\$351,034.19) for the Class
4 Counsel Award comprised of one-third of the Gross Settlement Amount, Three Hundred Twenty-
5 Eight Thousand Five Hundred Five Dollars and Fifty-Six Cents (\$328,505.56) and litigation
6 expenses in the amount of Twenty Two Thousand Five Hundred Twenty Eight Dollars and Sixty-
7 Three Cents (\$22,528.63); (ii) the Class Representative Service Award to Class Representative,
8 Jose Ramon De La Cruz, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) in
9 exchange for a general release; (iii) Settlement Administration Expenses of Thirteen Thousand
10 Nine Hundred Fifty Dollars and Zero Cents (\$13,950.00) to Apex Class Action LLC; and (iv)
11 Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) (75% of the PAGA
12 Payment) to the Labor and Workforce Development Agency ("LWDA Payment"); and Seven
13 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (25% of the PAGA Payment)
14 allocated to the Aggrieved Employees for the Individual PAGA Payments.

15 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
16 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
17 California Labor Code section 2699(1)(3).

18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
19 **ORDERED.**

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21 DATED: _____, 2025
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24 _____
25 Hon. Edward G. Weil
26 JUDGE OF THE SUPERIOR COURT
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